

Mira Standard Terms and Conditions

These Mira Standard Terms and Conditions (“**Terms**”) apply only to those third parties with whom Mira Labs, Inc. (“**Mira**”) has entered into a Mira Enterprise Software Agreement (“**Agreement**”). These Terms set forth the key performance metrics and measurement methodologies for SaaS Services provided by or on behalf of Mira under the Agreement. Any capitalized term used in these Terms and not otherwise defined shall have the meaning ascribed in the Agreement. In the event of a conflict between the terms of these Terms and the terms of the Agreement, the terms of the Agreement will govern. These Terms govern the Agreement.

This Agreement is effective as of September 27, 2022. By using any MIRA product, you agree to this Agreement, and this Agreement supersedes and replaces any prior agreement related to service level commitments between the parties.

Term. The “Term” of each subscription is specified on the Order Form.

Mutual Nondisclosure.

Receiving Party Obligations. Each Party acknowledges that it may be provided or otherwise gain access to the other Party’s Confidential Information. Except as provided herein, with respect to the other Party’s Confidential Information, each Party will:

- (a) protect the confidentiality of that Confidential Information with a reasonable level of care and at a level no less than the level of care that Party uses to protect its own Confidential Information,
- (b) not, without the prior written consent of the other Party, use the other Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than as reasonably necessary to exercise that Party’s rights or perform its obligations under the Agreement,
- (c) not, without the prior written consent of the other Party, disclose that Confidential Information to any third party, except to that Party’s employees or agents who (i) reasonably need to know that Confidential Information to assist that Party, or act on its behalf, in exercising that Party’s rights or performing its obligations under the Agreement, (ii) are informed of the confidential nature of that Confidential Information, and (iii) are subject to nondisclosure obligations and limitations on use with respect to that Confidential Information no less restrictive than the provisions of this Subsection, and
- (d) be responsible for the acts or omissions of its employees or agents in violation of their nondisclosure obligations and the limitations on use with respect to that Confidential Information.

1.2 Exceptions to Nondisclosure Obligations. A Party’s nondisclosure obligations set forth herein will not apply with respect to the other Party’s Confidential Information that (i) becomes available to that Party on a nonconfidential basis from a third party, provided that, to the best of that Party’s knowledge, that third party was not prohibited from disclosing that information on a nonconfidential basis at the time that third party made the disclosure, (ii) was known by or in the possession of that Party, as established by documentary evidence, prior to the receipt by that Party of

the Confidential Information, or (iii) was or is independently developed by that Party, as established by documentary evidence, without reference to any Confidential Information received from the other Party or accessed as a result of the Agreement.

1.3 Required Disclosure. A Party may disclose the other Party's Confidential Information if required by Regulation or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Party first will make reasonable efforts to notify the other Party promptly in writing of that requirement so that the other Party may seek, at its sole cost and expense, a protective order or other remedy, and will use its reasonable efforts to obtain confidential treatment or a protective order with respect to the information.

Return of Confidential Information. Upon the request by a Party, the other Party promptly will return to the requesting Party, or destroy, all copies and embodiments of the requesting Party's Confidential Information except to the extent reasonably necessary or appropriate for continuing to perform that other Party's obligations under the Agreement or to comply with applicable Regulation; provided that the above requirement will not apply to latent data, such as deleted files, memory dumps, swap files, temporary files, printer spool files, and metadata, that are generally retrievable only by computer forensics experts and considered inaccessible without the use of specialized tools and techniques.

Mutual Representations.

Each Party represents that (i) it has all requisite corporate power and authority to enter into, deliver, and perform its obligations under the Agreement, (ii) it has duly signed the Agreement, which is valid and binding on it, and (iii) its execution, delivery, and performance of the Agreement in accordance with its terms will not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, or violate any Regulation in effect as of the Effective Date.

No Warranty.

1.4 DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY REGULATION, (I) THE LICENSED PRODUCTS AND THE SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE," (II) MIRA DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, CUSTOM, USAGE, OR TRADE, (III) MIRA DOES NOT WARRANT THAT THE LICENSED PRODUCTS OR THE SERVICES WILL BE SECURE OR OPERATE ERROR-FREE, OR OPERATE WITHOUT INTERRUPTION, OR MEET CUSTOMER'S SPECIFIC BUSINESS REQUIREMENTS, (IV) MIRA DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THIRD-PARTY OWNED SOFTWARE (OTHER THAN EMBEDDED SOFTWARE), SERVICES, OR HARDWARE OR CUSTOMER'S (OR ANY OTHER CUSTOMER PARTIES') USE OF THEM, INCLUDING, WITHOUT LIMITATION, THE RELIABILITY OR ACCESSIBILITY OF THIRD PARTY DATA PROCESSING CENTERS UTILIZED IN CONNECTION WITH THE LICENSED PRODUCTS OR SERVICES, AND (V) MIRA PROVIDES NO WARRANTY FOR THE HARDWARE OTHER THAN THE PASS-THROUGH WARRANTY FROM THE HARDWARE MANUFACTURERS, AS APPLICABLE. CUSTOMER UNDERSTANDS AND AGREES THAT THE ABOVE DISCLAIMERS ARE A FUNDAMENTAL PART OF THE AGREEMENT AND THAT MIRA WOULD NOT AGREE TO ENTER INTO THE AGREEMENT WITHOUT THEM.

Exclusive Remedies. Mira's exclusive obligations, and Customer's exclusive remedies, with respect to Mira's breach of the warranty contained herein are those described in that subsection.

Indemnification.

Indemnification by Customer. Subject to the conditions set forth in Subsection, Customer will, at its expense, defend, indemnify, and hold harmless the Mira Party Indemnitees from and against any third-party claim, demand, action, proceeding, settlement, judgment, allegation, or other costs or fees, including reasonable attorneys fees and court costs, resulting from, arising out of, or in connection with: (i) Customer's use of a Licensed Product or the Services in an unauthorized manner or a manner not contemplated under the Agreement, (ii) the actual or alleged infringement of any Intellectual Property Rights or any other proprietary or other rights of a third party in any data, information, or any other materials provided by or on behalf of the Customer Parties to Mira in connection with the Agreement, (iii) the Customer Parties' or any third party's use of or reliance on any information generated by the Licensed Products or the Services, (iv) the deletion of Data or Customer Personal Data by or on behalf of Customer, (v) any claim with respect to a Licensed Product or the Services by Customer Personnel, (vi) any use of Software by the Customer Parties for or in connection with any unlawful or inherently dangerous purpose, (vii) the use, storage, deletion, processing, disclosure, or transmission of Customer Personal Data, (viii) Customer's failure to comply with any applicable Regulation or the terms of the Agreement; (ix) Customer's action or inaction hereunder; and (x) the Integrations.

Conditions to Indemnification. An Indemnifying Party's indemnification obligation under this Section will be subject to the following conditions:

(a) An affected Indemnitee will notify the Indemnifying Party in writing of the claim promptly, and not later than twenty (20) days, following the date they first receive notice of the claim,

(b) The Indemnifying Party will have sole control of the defense and any settlement of the claim, subject only to the affected Indemnitee's prior written consent to a settlement, which consent the affected Indemnitee will provide so long as they are not required to incur any financial obligation in connection with the settlement and their rights under the Agreement are not restricted as a result of the settlement, and provided that the affected Indemnitee will have the right to retain legal counsel at their own expense to monitor the proceedings relating to Indemnifying Party's defense and settlement of the claim, and

(c) The affected Indemnitee reasonably will cooperate with the Indemnifying Party's defense (with the Indemnifying Party responsible for paying or reimbursing their reasonable out-of-pocket expenses for their cooperation), including by providing the Indemnifying Party with that information, assistance, and authority to enable it reasonably to perform its obligations under this Section.

Limitation of Liability.

General Acknowledgement. In agreeing to the limitations set forth below, the Parties have considered their allocation of risks between them and the pricing and other considerations set forth in the Agreement. The limitations set forth below will apply even if one or more of the remedies available to the Party seeking relief fail of their essential purpose.

TYPE OF DAMAGE. MIRA WILL NOT BE LIABLE (WHETHER UNDER CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE) FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST SALES OR PROFITS, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE AGREEMENT, OR OTHERWISE RELATED TO ITS SUBJECT MATTER (INCLUDING ANY OF THOSE TYPES OF DAMAGES DESCRIBED ABOVE RELATING TO CUSTOMER'S OR THE OTHER CUSTOMER PARTIES' USE OF OR INABILITY TO USE THE LICENSED PRODUCTS, THE SERVICES, OR THIRD-PARTY OWNED SOFTWARE, SERVICES OR HARDWARE, CUSTOMER'S LOSS OF DATA, DAMAGE TO CUSTOMER'S HARDWARE OR SOFTWARE, CUSTOMER'S OR ANY OTHER CUSTOMER PARTIES' FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE LICENSED PRODUCTS, THE SERVICES, OR THIRD PARTY HARDWARE OR SOFTWARE, AND CLAIMS BY THIRD PARTIES), EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND EVEN IF THOSE DAMAGES WERE FORESEEABLE.

AMOUNT OF LIABILITY. EXCEPT FOR CLAIMS WITH RESPECT TO WHICH ONE OR MORE SCHEDULES PROVIDE FOR EXCLUSIVE REMEDIES, AND EXCEPT AS PROVIDED HEREIN, A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS FOR DAMAGES WITH CLAIM DATES IN ANY ANNUAL PERIOD (WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHER LAW) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE AGREEMENT, OR OTHERWISE RELATED TO ITS SUBJECT MATTER, WILL NOT EXCEED THE ANNUAL SUBSCRIPTION FEE FOR THAT ANNUAL PERIOD.

Exceptions to Limitations. The limitations set forth herein will not apply with respect to (i) Customer's failure to pay the Fees, Reimbursable Expenses, taxes, or interest owed by Customer on any of those amounts, and (ii) any misappropriation, misuse, or infringement by Customer of Mira's Intellectual Property Rights.

2. **Export Control Regulation.**

3. The Licensed Products are licensed to Customer from the United States and their provision may be subject to U.S. or non-U.S. export control Regulation. Customer will comply fully with, and will not take any action that will cause Mira to be in violation of, U.S. or non-U.S. export Regulation with respect to the transactions contemplated under the Agreement. Customer will not export or transmit the Licensed Products across any national boundary except in compliance with all Regulations, including the Regulations of the originating country. Mira may, from time to time in its sole and absolute discretion, deny Customer the right to license its Products, or purchase Services, in certain geographies or for certain uses in order to protect Mira from potential exposure under U.S. or non-U.S. export Regulations or otherwise to protect Mira's interests.

Anti-Corruption.

Each Party will comply with the provisions of the United States Foreign Corrupt Practices Act ("FCPA"), the U.S. Travel Act, the U.S. domestic bribery statute contained in 18 USC §201, and all other anti-corruption laws and regulations applicable to its business or its performance of the Agreement. Neither Party will pay, give, or offer, promise, or authorize others to pay or give, any money (such as a bribe or kickback) or any other thing of value (such as an improper gift, hospitality, or favor), directly or indirectly to, or for the benefit of: (i) any employee, official, or agent of a government, a state-owned or affiliated entity or organization, a political party, a public international organization (such as the United Nations or the World Bank), or an instrumentality of any of those; (ii) a political party or candidate for political office; or (iii) any other Person, for the purpose of obtaining, retaining, or directing any

business, regulatory approval, or other improper adMira, in connection with its business or its performance of the Agreement. Each Party will cause its officers, employees, contractors and other representatives to comply with this Section in connection with any of their activities relating to the Agreement or its subject matter. A violation of this Section is a material breach of the Agreement and will entitle the nonbreaching Party to terminate the Agreement immediately.

General

Compliance with Regulations.

Each Party will comply with all material Regulations in connection with its performance of its obligations under the Agreement.

Permitted Disclosure. Mira may use Customer's name, including any trade name, and logo (in accordance with any mark guidelines provided by Customer) in Mira's promotional materials, including its press releases, customer lists, and presentations to third parties, and may include a brief description of the Licensed Products and the Services.**Nature of Relationship.**

The Parties' relationship will be that of independent contractors, and nothing in the Agreement creates a joint venture, partnership, principal-agent, or mutual agency relationship between them. Neither Party has any right or power under the Agreement to create any obligation, expressed or implied, on behalf of the other. Employees of Mira will not be considered employees of Customer, and Customer will be responsible for all applicable compensation and benefits for Customer's employees.

4. Force Majeure.

5. Except for Customer's payment obligations under the Agreement, or either Party's confidentiality or nonuse obligations hereunder, neither Party will be liable to the other for any delay or interruption in performance of any obligation under the Agreement resulting from any cause beyond its reasonable control, including, to the extent beyond that Party's reasonable control, any unusually severe weather; any damage to machinery or equipment; any disruption or shortage in public or private services such as transportation, communications, electric power, or other utilities, or other vital infrastructure; disruption or damage to, or failure of, the Internet or other computer networks or facilities, or major computer or software systems; governmental emergency orders or Regulations; judicial or governmental actions; civil disturbances, riots, epidemics, wars, terrorist attacks, sabotage, embargos, natural disasters, fires; or acts of God. The Parties acknowledge that Mira does not and cannot control the flow of data through the Internet, or to or from Mira's or Customer's computer or telecommunications networks, or, to the extent applicable, those of a Data Center vendor, or the operations of a Data Center vendor.

6. **Telephone Communications.** To maintain quality service, Mira may monitor or record telephone communications between Mira and Customer without further notice or disclosure.

Language Conventions.

The use of "includes" or "including" means includes or including "without limitation." Unless otherwise specified, reference in a Schedule or other attachment to the Agreement to a particular section or subsection will serve to reference the applicable section or subsection within that Schedule or attachment. Reference to a particular Schedule will serve to reference that particular Schedule of the

Agreement. The use of either term “third party” or “third-party” means a Person other than the Mira Parties and the Customer Parties.

Standard for Withholding Consent.

Except as otherwise provided in the Agreement, where a Party is required to obtain the consent of the other Party, the other Party’s consent may be withheld in its sole and absolute discretion.

Mira Affiliates.

The Parties intend that the Mira Parties are beneficiaries of the Agreement.

Survival of Provisions.

The following and only the following sections, subsections, and provisions of these Terms will survive the termination of this Agreement: Mutual Nondisclosure; Mutual Representations; Hardware Warranty; Disclaimer; Warranty Exclusions; Exclusive Remedies; Indemnification; Limitation of Liability; Employee Nonsolicitation; Audits; Use Exceeding License Limitations; Communications; and General; and any other provisions of these Terms that must survive termination to fulfill their essential purpose.